

DIMENSIONS



CARPENTRY & CONSTRUCTION

Terms and Conditions

1. DEFINITIONS

In these Conditions:

"Client" means the person named as such in the Quotation;

"Completion Date" means the date on which the Works are completed;

"Contract" means the contract between the Client and the Contractor for the Works comprising the Quotation, these Terms & Conditions and the other documents specified in the Quotation;

"Contractor" means DIMENSIONS CARPENTRY & CONSTRUCTION LTD;

"Contract Price" means the price payable by the Client to the Contractor for the Works, as shown in the Quotation, (and as varied in accordance with the Contract);

"Quotation" means the Contractor's signed Quotation referring to these Conditions;

"Works" means the works described in the Quotation (as amended in accordance with the Contract).

2. CONTRACT FORMATION

Acceptance of the Contractor's Quotation by the Client constitutes the contract for the Contractor to carry out the Works in accordance with these Terms & Conditions.

3. GENERAL OBLIGATIONS

3.1 The Contractor will exercise reasonable skill and care in the performance of the Works.

3.2 The Client will give the Contractor access to his premises as reasonably required by the Contractor to enable him to carry out the Works without interference by the Client or by other contractors of the Client.

3.3 The Client is responsible for obtaining any planning permission required for the Works. Unless otherwise agreed, the Contractor will be responsible for obtaining permits and licences needed in the course of the Works and the Client will give reasonable assistance as required by the Contractor. The cost of obtaining these permits and licences is included in the Contract Price unless otherwise stated.

4. VARIATION

4.1 If the Client wishes to omit or vary any of the Works (or any design or materials) he must inform the Contractor in writing. The Contractor will then supply to the Client an estimate of the cost of the variation and the likely effect on the Contract period and Completion Date.

4.2 Unless the Client withdraws his request for a variation when he receives the Contractor's estimate, the Contract Price will be adjusted in accordance with the Contractor's estimate (or as otherwise agreed between the Client and the Contractor) and an appropriate extension of time for completion of the Works shall be agreed.

4.3 If a variation is agreed verbally, either the Contractor or the Client will confirm it in writing within 3 working days.

4.4 The Contractor will notify the Client if he encounters any difficulties which he could not have reasonably foreseen when submitting the Quotation and, in those circumstances, a fair and reasonable adjustment to the Contract Price and Completion Date will be made.

4.5 The Contractor reserves the right not to comply with any request for a variation which would increase the value of the Works by more than 25% of the original Contract Price.

5. CONTRACT PRICE & PAYMENT

5.1 The Contract Price is stated in the Quotation and it may be varied in accordance with these Conditions.

5.2 Unless otherwise agreed a 50% deposit shall be due by the Client to the Contractor upon booking.

5.3 The Client shall pay the Contractor the Contract Price in accordance with the payment terms in the Quotation. Unless otherwise stated in the Quotation, the due date for payment is within 5 working days of the work carried out and materials purchased. The Contractor will submit a payment notice on or before the due date to the Client specifying the amount due to the Contractor.

5.4 The final date for payment of each payment notice shall be 5 working days from the date of the payment notice.

5.5 If the Client is dissatisfied with any part of a payment notice and wishes to pay less than the amount shown in the payment notice, he must at least 5 days before the final date for payment give notice to the Contractor specifying the amount, he considers to be payable and the basis on which that amount is calculated. The undisputed parts of the payment notice must be paid by the final date for payment and any disputed amount will be dealt with under clause 9 (Disputes). Except as stated in this clause, the Client has no right to withhold any money or set off any amount against a payment notice or invoice of the Contractor.

5.6 If the Client fails to pay any amount properly claimed, the Contractor may suspend all or any of his obligations under the Contract until the payment is received after giving at least 7 days' notice to the Client of his intention to suspend with reasons. Any period of suspension will entitle the Contractor to any reasonable costs he incurs as well as an extension of time for completion of the Works.

5.7 Late payment entitles the Contractor to interest at the statutory rate of interest under the Late Payment of Commercial Debts Regulations from the due date until the date of actual payment or 8% p.a. above Bank of England base rate if the Act does not apply.

5.8 Prices are quoted exclusive of VAT which will be added as appropriate and payable by the Client. The Contractor, if registered for VAT, will issue a valid VAT invoice or VAT receipt for each such amount.

6. INSURANCE & LIABILITY

6.1 The Contractor shall take out and maintain the following insurances (except as otherwise agreed or stated in the Quotation):

- Public Liability Insurance.

6.2 The Contractor will provide the Client with details of the insurances upon request.

7. DURATION, HANDOVER & DEFECTS LIABILITY

7.1 The proposed Commencement Date and Completion Date are shown in the Quotation.

7.2 The Contractor will notify the Client within 5 working days of becoming aware of any event beyond his control which may prevent or delay completion of the Works by the Completion Date. The notice will specify the cause of the delay, the likely effect on the Completion Date and the Contractor's proposals for dealing with the matter. The Completion Date will then be extended as agreed by the parties or, failing agreement, decided under clause 9. The Contractor acknowledges that he must take reasonable steps to mitigate or reduce any delay.

7.3 The Contractor will give the Client notice of his intention to hand over the Works on completion and will give the Client the opportunity to inspect the Works before handover. The Contractor will then confirm the Completion Date to the Client.

7.4 The Contractor will be responsible for remedying defects in the Works which appear within [6 months] from the Completion Date and the Client must inform the Contractor as soon as he becomes aware of any defects for which the Contractor is responsible. Defects in design or materials supplied by the Client and defects attributable to fair wear and tear or to misuse or failure by the Client to comply with any operating or maintenance manuals will not be the responsibility of the Contractor.

7.5 Where equipment or materials used in the Works have the benefit of a manufacturer's warranty, the Contractor will take steps to procure that the Client has the benefit of that warranty. The Contractor will not be liable for any defect in the equipment or materials except to the extent that this is due to the Contractor's negligence.

7.6 Except for his liability to remedy any defects for which he is responsible and which are notified to him within 6 months of the Completion Date, the Contractor will have no liability to the Client, in contract or in tort, for any other direct, indirect or consequential loss incurred by the Client, including but not limited to loss of use or loss of profit. However, liability for death or injury of individuals due to the Contractor's negligence is unlimited.

8. TERMINATION

8.1 The Contractor may give notice to terminate the Contract if the Client fails to make any payment to the Contractor within 30 days of the payment date or commits any other material breach of the Contract.

8.2 The Client may give notice to terminate the Contract if the Contractor commits a material breach of the Contract and, in the case of a breach capable of remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.

8.3 Either party may terminate the Contract if the other party becomes insolvent or has a receiver, manager or administrative receiver or liquidator appointed.

8.4 Termination will not affect the accrued rights and liabilities of the parties at the termination date.

9. DISPUTES

9.1 The parties will endeavour to settle any dispute or difference amicably by direct negotiation.

9.2 If they are unable to settle the dispute, it may be referred by either party to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The decision of the adjudicator will be final and binding on the parties unless a notice of dissatisfaction is served by either party on the other within 28 days of the decision.

9.3 Any dispute that is not resolved by negotiation or adjudication will be finally settled by the courts of England and Wales.

9.4 The Contract is governed by the laws of England and Wales.

10. MATERIALS

10.1 Where the Client provides materials to the Contractor free of charge, those materials shall remain the property of the Client and shall be used solely in connection with the Contract. Any materials surplus to requirements shall be returned to the Client or disposed of at the Client's direction.

10.2 Client materials stored at the Client's property shall be insured by the Client and if lost or damaged while in the custody of the Client shall be replaced or made good at the Client's expense. Materials that are lost or damaged while in the custody of the Contractor shall be replaced or made good at the Contractor's expense.

11. GENERAL

11.1 **Notices.** Every notice required under these Terms & Conditions shall be in writing and delivered by hand or sent by first class post to the address of the recipient.

11.2 **Assignment.** Neither party will assign any of his rights or obligations under the Contract without the prior written consent of the other.

11.3 **Subcontracting.** The Contractor will not sublet all of the Works but he will be entitled to sublet parts of the Works. Subcontracting will not relieve the Contractor of his obligations under the Contract.

11.4 **Entire Agreement.** The documents comprised in the Contract including the Quotation and these Terms & Conditions constitute the only agreement between the parties and supersede any previous arrangements, agreements or understandings relating to the Works.

11.5 **Amendment.** Any amendment to the terms of the Contract shall only be effective if it is in writing and signed by an authorised signatory of the Client and the Contractor.

11.6 **No Reliance on Representations.** The Client acknowledges that he has not relied on and will have no remedy in respect of any statement, representation, warranty, or undertaking of any person (whether a party to this Agreement or not) other than is expressly set out in the Contract. However, nothing in this clause shall limit or exclude liability for fraud.

11.7 **Severance.** If any provision of the Contract becomes illegal or unenforceable, this shall not affect the legality or enforceability of any other provision of the Contract. In that situation the parties shall, where possible, use reasonable endeavours to agree an alternative provision(s) which is legally enforceable.

11.8 **Waiver.** The waiver by either party of a breach by the other in the performance of its obligations under the Contract shall not constitute a waiver of any default nor shall failure to complain of a breach constitute a waiver of that breach by the other party